

NEC01P072-TSe
Amendment dated 10/22/2003

09/872,522

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Reply to office action mailed 07/22/2003

REMARKS

Claims 1-59 are currently pending in the application, with claims 23-32 and 34-59 having been provisionally withdrawn from consideration in response to a restriction requirement and election, which election is hereby confirmed. By this amendment, claims 1 and 9 are amended for the Examiner's consideration. The foregoing separate sheets marked as "Listing of Claims" shows all the claims in the application, with an indication of the current status of each .

In the specification, the paragraphs beginning at page 1, line 15; page 12, line 2; page 16, line 24; 17, line 12; and page 18, line 5 have been amended to correct syntax. No new matter has been added.

Fig. 1 has been amended to correct the spelling of the word "company" as required by the Examiner, and replacement formal drawings have been prepared for the Examiner's review and approval.

The Examiner has rejected claims 1, 2, 5 and 6 under 35 U.S.C. §102(a) as being anticipated by the Equinox web page. The Equinox web page shows a web page that provides a thirty day free trial evaluation. However, the concept of providing the customer with a product for evaluation for a limited period of time is old in the art. Furthermore, it appears that the Equinox web site does not provide for a delivery commitment, but rather simply information to be used by an Equinox sales representative in a call back to the potential customer. There is no indication in the Equinox web site that a customer who once uses the product evaluation page would be unable to use the page to evaluate another product on similar "no risk" terms.

By contrast, the present invention is intended to overcome initial hesitance of a customer to use a web page for making purchases, by using the web page to distribute selected products for free (see page 13, line 26) or for a reduced charge and for limited quantities (see page 9, lines 1-4). The problem being addressed by the present invention is the contrast between the in-store purchase experience familiar to

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the user and the online experience (page 3, lines 10-13). The trial purchase commodity may be provided for pickup at the designated destination (page 4, line 17). The invention provides mechanisms to overcome first time customer hesitancy to engage in online purchase for reasons such as fear of paying for a commodity and not receiving it (page 3, lines 17-18) or not knowing whether or how or at what cost a commodity can be changed (page 3, lines 20-24). Since the invention is directed to new customers, provision is made in the invention for limiting the trial purchase opportunity to those who have not already performed a trial purchase (see step S18 in Figure 3), although a merchant may provide the trial purchase service more than once to the same customer (page 13, lines 1-2).

Claims 1-22 and 33 are rejected under 35 U.S.C. §102(a) as being anticipated by Start Sampling's web page. Start Sampling's web page shows a mechanism for distribution of vendor product samples for free. In contrast to the Equinox web page, Start Sampling's web page provides product samples without charge, without a limited trial period. In that respect it is the same as the present invention. However, there is no indication in Start Sampling's web page that participation is provided to new users on a limited basis. Rather, free samples are provided on a first-come, first-serve basis without any evident limitation on return visits by a customer. Current versions of the site indicate limitations on how many times a particular commodity (e.g. electronic coupons for a product) can be sampled in any twenty-four hour period, but there is no indication in the Start Sampling web page of any intention or purpose to overcome the hesitancy of a customer who is new to the online purchase experience.

Consequently, in light of the foregoing, the claims have been amended to clarify how the present invention is distinguished from the prior art, and in particular the Equinox web page and the Start Sampling web page. Specifically, claims 1 and 9 have been amended to add the limitation that further use is limited for those who have used the system. This comports with the invention's attention to those users who are

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hesitant because of prior inexperience, and distinguishes those limitations (such as number of uses within a given time period) which have no connection to the experience or inexperience of the user.

The Examiner has objected to the specification as failing to provide proper antecedent basis for "storing the ... destination" in claims 10-12 and "providing the commodity for trial purchase at no charge" in claim 33. In view of the foregoing discussion – which provides citations to the specification for these claim elements – it is submitted that the Examiner's objections are overcome. Similarly, the Examiner's objection to informalities in claims 2-3 regarding "previously stored" is overcome. Claim 1 has been amended to specify "one of said terminals," thereby providing a proper linkage to the singular "terminal" in claims 2 and 3.

In view of the foregoing, it is requested that the application be reconsidered, that claims 1-22 and 33 be allowed, and that the application be passed to issue.

Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at 703-787-9400 (fax: 703-787-7557; email: clyde@wcc-ip.com) to discuss any other changes deemed necessary in a telephonic or personal interview.

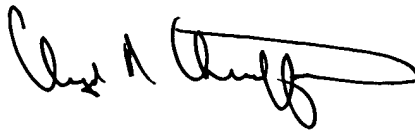
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If an extension of time is required for this response to be considered as being timely filed, a conditional petition is hereby made for such extension of time. Please charge any deficiencies in fees and credit any overpayment of fees to Attorney's Deposit Account No. 50-2041.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Clyde R. Christofferson', with a long horizontal flourish extending to the right.

Clyde R Christofferson
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APPENDIX A